## CONTRACT #12 RFS # N/A UT # 105976

## **University of Tennessee Health Science Center**

## VENDOR: TN Rural Health Recruitment & Retention Center (TRHRRC)



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

October 28, 2008

RECEIVED

OCT 2 9 2008

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8<sup>th</sup> Floor Nashville, TN 37243-0057 FISCAL REVIEW

Dear Mr. White:

Please find enclosed a contract amendment between the University of Tennessee and the Tennessee Rural Health Recruitment and Retention Center (TRHRRC) to aid in the recruitment, placement, and retention of residents to address the state's physician shortage in rural Tennessee practices. The program is supported through the university's TennCare funding allocations and is part of a comprehensive state effort that includes East Tennessee State University, Meharry Medical College, and Vanderbilt University.

The University of Tennessee first entered into a contract with TRHRRC for the period of July 1, 2005 through June 30, 2006 with a maximum liability of \$238,373.60 to assist in providing start-up cost for the organization, which included funding stipends to attract residents. The contract provided for up to four annual contract extensions. The university has executed the following amendments to the original contract:

AMEND. #	DATE EXECUTED	CONTRACT END DATE	PURPOSE	AMOUNT	MAXIMUM LIABILITY
N/A	04/10/06	06/30/06	TRHRRC Start-up Funds	\$238,373.60	\$ 238,373.60
1	06/15/06	06/30/07	Extends contractual period	\$0	\$ 238,373.60
2	05/08/07	06/30/07	Funds UT's portion of FY 2007 recruitment funds	\$948,320.00	\$1,186,693.60
3	11/16/07	06/30/08	Funds UT's portion of FY 2008 recruitment funds	\$960,003.00	\$2,214,696.60
4	Pending	06/30/09	Funds UT's portion of FY 2009 recruitment funds	\$0	\$2,214,696.60

When amendment number three reached my desk for review in 2007, it was my initial determination that this contract did not fall under the Fiscal Review's Contract Services Subcommittee review guidelines so the amendment was not sent for the Subcommittee's review. Amendment number four was inadvertently not sent to my office for review so it was the receipt of amendment number five that prompted the next review of the use of the funds. Based on this review, it is my belief that the university's

contract with TRHRRC, now doing business as The Rural Partnership, does constitute services applicable to the Subcommittee's review and I am submitting the contract for review. The late submittal of this particular amendment is contributable to the UT Health Science Center's belief that this contract did not need the committee's review and by my extended review of the contractual obligations to determine applicability.

As noted earlier, the original contract terms includes the ability to extend the contract on an annual basis through June 30, 2011. Assuming the contract deliverables remain the same, we would respectfully request that future amendments be included on the university's annual reporting of contracts with a "medical practice group for supervision of residents and other services".

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Channon Maris

Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

## **Enclosure**

c: John D. Petersen Anthony Ferrara Anthony Haynes Sandra Pulliam Hershel P. Wall

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		N/.	Ά				105976								
State Agency						State Agency Division									
University of Tennessee						Univer	sity c	of Ter	nesse	e Health	n Scie	ence Cen	ter		
Contractor Name					Contractor ID # (FEIN or SSN)										
TN Rural Health Recruitment and Retention Center					C- or X V- 20-3037018										
Service Description															
Aid in the recruitment, placement, and retention of residents n					snr	,,				·	s				
Contract BEGIN Date Contract END Da			<del></del>			dor?		С	FDA#						
	7/1/200			6/30/2009		Vendor N/A			N/A						
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2007	\$	948,320.00											\$		6,693.60
2008	\$	960,003.00								· · · · · · · · · · · · · · · · · · ·	<del></del>		\$		6,696.60
2009	\$	500,005.50	·····	<del></del>									<u>Ψ</u> \$		6,696.60
2010	\$	968,000.00	(if contra	ct extended)			<del></del>					+	\$		4,696.60
2010	\$	968,000.00		ct extended)								_	\$		2,696.60
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FY		Contract &		nendment			,5						14		
		nendments	0	NLY	Sylvia Davis, 865-974-2244										
2006	\$	238,373.60			State Agency Budget Officer Approval										
2007	\$	948,320.00				Sylvia Shannon Davis, VP for Strategic Planning and Operations									
2008	\$	960,003.00					*								
2009		•	\$	-	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is										
		***************************************				balance in the appropriation from which the obligated expenditure is required to be aid that is not otherwise encumbered to pay obligations previously incurred)									
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Stipend Pro	ogram and i	Health Recruitme is the designated cian practices.													

## THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date
Of System Office Approval	Date

	EACH REQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS REQUIRED</u> .						
1)	UT Tracking Number:	105976	105976				
2)	Campus/Institute Name:	University of Tennessee	University of Tennessee Health Science Center				
	EXISTING CONTRACT INFORMATION						
3)	Short Description:	Aid in the recruitment, placement, and retention of residents in rural Tennessee physician practices					
4)	Proposed Vendor:	Name:	Name: Tennessee Rural Health Recruitment and Retention Center				
		Vendor Number:	Vendor Number: 1078310				
		Vendor ID:	Vendor ID: 20-3037018				
5)	Contract #	105976					
6)	S) Contract Start Date: July 1, 2005						
7)	Current Contract End Date IF all Options to Extend the Contract are Exercised:  June 30, 2011						
8)	Current Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$4,082,696						
	100.00	PROPOSED AM	ENDMENT INFORMATION				
9)							
10)	D) Proposed Amendment Effective Date: July 1, 2008						
11)	1) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:  June 30, 2011						
12)	12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$4,082,696						
13)	Approval Criteria: (select one)	use of Non-Competitive	use of Non-Competitive Negotiation is in the best interest of the university				
	х	X only one uniquely qualified service provider able to provide the service					
14)	14) Description of the Proposed Amendment Effects & Any Additional Service						
The	The Tennessee Rural Health Recruitment and Retention Center administers the Revised TennCare Residency Stipend Program that						

provides supporting services to aid in the recruitment, placement, and retention of residents in rural Tennessee physician practices. Supported by the state's medical universities, the proposed amendment continues these services through June 30, 2009.

## 15) Explanation of Need for the Proposed Amendment:

The University of Tennessee Health Science Center is one of the four state medical universities that provide support to the Tennessee Rural Health Recruitment and Retention Center, a not-for-profit entity created for this specific purpose.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

Tennessee Rural Health Recruitment and Retention Center

500 Interstate Blvd. South, Suite 203

Nashville, TN 37210

- 17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
- 18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
- Documentation of State Architect Endorsement: N/A
   (required only if the subject service involves construction or real property related services)
- 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

The Tennessee Rural Health Recruitment and Retention Center was created by the four Tennessee medical schools (UT, Vanderbilt, East Tennessee State University, and Meharry Medical College) with approval from TennCare and Centers for Medicare and Medicaid Services (CMS) to provide an agency that refers physicians to rural areas.

## 21) Justification for the Proposed Non-Competitive Amendment:

The TennCare Graduate Medical Education (GME) allocations that are part of the TennCare GME Waiver included funding for Conditional Stipends to be awarded to primary care residents who agree to settle in rural, underserved areas upon completion of residency training. The Tennessee Rural Health Recruitment and Retention Center was created to administer the program to carry out this programmatic requirement.

## <u>Supplemental Documentation Required for</u> <u>Fiscal Review Committee</u>

*Contact	Name: Sylv	/ia Davis		*Contact Phone:	865-9	74-2244
*Contract N	umber:	105976		*RFS Number	Š.	N/A
1	*Original Contract Begin Date: July 1, 2005			*Current End Date	. The June 30, Zuub	
	dment Numb	4				
Proposed	t Effective Da (if applica	July 1, 2008				
	*Departm	ent Submitti	ng:	University of Tennessee		
		*Divisi		Health	Science	Center
	*1	Date Submitt	ed:	Octo	ber 28, 2	2008
*Subm	at any distribution of the state of the stat	Sixty (60) da			No	
		If not, explo	32 V ** V 3	See a	ttached	letter
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FY: 2006	FY: 2007	FY: 2008	FY			FY
\$ 238,373.60	\$948,320.00	\$960,003.00	\$	\$		\$
*Current Total	Expenditur	es by Fiscal \				
FY: 2006	FY: 2007	FY: 2008	FY			FY
\$238,373.60	\$948,320.00	\$480,000.00	\$	\$		\$ .
IF Contract Algreater than C Expenditures, reasons and ex funds were spe	ontract please give t plain where nt:	he surplus thi	m th	Health Science onle e granting agency fo ore, there are no sur der expenditure for t	or actual e plus funds	xpenditures. s associated with
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reasons and ex was acquired to		A CANADA A SANCE OF CONTRACTOR AND A SECOND				
*Contra Fundir Source/Amoun	\$2,146,696.60	Federal:				
Interdepartn	iental:			Other:		

## Supplemental Documentation Required for Fiscal Review Committee

If "other" please define:	
Dates of All Previous Amendments	Brief Description of Actions in Previous
or Revisions: (if applicable)	Amendments or Revisions: (if applicable)
July 1, 2006 – June 30, 2007	Extend contractual period
July 1, 2006 – June 30, 2007	Fund UT's portion of FY 2007 recruitment, placement, and retention funding
July 1, 2007 – June 30, 2008	Fund UT's portion of FY 2008 recruitment, placement, and retention funding
Method of Original Award: (if a	pplicable) Uniquely Qualified Service Provider

## AMENDMENT # 4

## THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

TN Rural Recruitment an	d Retention Center	(hereinafter Contractor), which Contract was signed by the
University on	6-15-06	<u> </u>
This Contract	amendment consists of this additional pages.	s cover page, the University's Standard Terms and Conditions and
By mutual agre	eement, the University and	the Contractor agree to the following amendment:
	99490/95878 to extend the da	-
·		
All other terms	remain unchanged.	
In witness of their acce authorized representat	ptance of the terms of this ives.	agreement, the parties have had this Contract executed by their duly
FOR CONTRACTOR:		FOR UNIVERSITY: A LANDA DO LANDA AND AND AND AND AND AND AND AND AND
		FOR UNIVERSITY: No include in May Graduate Medical Education Liability
Signature		Department Name
Printed Name		E073202  Responsible Account (if applicable)
Filinged Name		Responsible Account (if applicable)
Title		Administrative Signature (optional)
Address		Administrative Printed Name
· · · · · · · · · · · · · · · · · · ·		Authorized Official Signature A. Forrara
		Vice Charmeler
		Authorized Official Names printed DISCOURTER
Telephone Number		SEP 1 9 2008
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SSN or Fed. ID Number

### STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract
  without obtaining the prior written approval of the University.
- Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

# AMENDMENT # 3

## THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

University on	6-15-06	ion (feethaffer Contractor), which Contract was signed by th
This Contract a	amendment consists of this cove	r page, the University's Standard Terms and Conditions and
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By mutual agre	eement, the University and the C	ontractor agree to the following amendment:
960,003.00. Funds will b 2,146,696.60. Extend	be paid to the Retention Center whe the constract for the	see's portion of the recruitment funds for 2007-2008 which total in they are received by TennCare. Increase the maximum liability to 2008 year through 6/30/2008.
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All other terms re	amain unchanged	•
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## AMENDMENT

# 2

## THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

TN Rural Retention Cent	er	(hereinafter Contractor), which Contract was signed by the
University on	6-15-06	The state of the s
	amendment consists of this	cover page, the University's Standard Terms and Conditions and
0	additional pages.	
By mutual agre	eement, the University and th	ne Contractor agree to the following amendment:
mend contract 95878 to	pay the University of Tennesse	ee's portion of the recruitment funds for 2006-2007 which total when they are received by TennCare. Increase the maximum liability to
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All other terms r	emain unchanged.	
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MAY 3 0 2007

CONTRACTS

# AMENDMENT # 1

## THE UNIVERSITY OF TENNESSEE

## CONTRACT AMENDMENT

This amendment is to the contract between the University of T	ennessee (hereinafter University) and
Tennessee Rural Health (hereinafter Contractor), which Contra	ct was signed by the University on 3/24/06.
This Contract amendment consists of this cover page, the Univadditional pages.	ersity's Standard Terms and Conditions (on reverse), and O
By mutual agreement, the University and the Contractor agree to	the following amendment:
Amend contract 94992 to end the date of the cont	ract through June 30, 2007.
	·
All other terms remain unchanged.	
In witness of their acceptance of the terms of this agreement, authorized representatives.	the parties have had this Contract executed by their duly
FOR CONTRACTOR: TRHPRICATION	FOR UNIVERSITY: Odollars - no uncraise
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Name Summe	Department Name
<u>Xecutive Director</u>	E073202
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Nool Vyla Tol a-	Administrative Signature (Optional)
VABAVILLE IN 37210	m.
lephone Number	Authorized Official Anthony A. Ferrara
) -30370/6 Nor Fed, Id. No.	Vice Chancellor Finance & Operations

Rev. 2-1-97

# ORIGINAL CONTRACT

GPP4P

## The University of Tennessee

### Contract

This contract documents the agreement between the University of Tennessee (hereinafter "UNIVERSITY"), and Tennessee Rural Health Recruitment and Retention Center (hereinafter "CONTRACTOR").

This contract consists of 4 pages, Terms and Conditions, and <u>0</u> additional pages. Terms contained on this cover page and Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The Contractor will provide the following:

### A. SCOPE OF SERVICES:

- A.1. The Contractor will be established as a not-for-profit organization to manage the TennCare Residency Stipend Program with an application to the Internal Revenue Service for 501c3 tax exemption
- A.2 The Contractor will coordinate a work plan to engage relevant health professions education and rural health interests to begin the implementation of developing the new corporation that will administer the Revised TennCare Residency Stipend Program by creating and overseeing the following:
- A.2.a. Recruitment and retention program matching residents and rural communities;
- A.2.b. Rural experiences and curriculum for primary care residents; and
- A.2.c. Rural experiences for specialty residents/fellows together with attending faculty physicians.
- A.3. The Contractor will prepare implementation of elements of statewide primary care Rural Resident Curriculum by:
- A.3.a. Appointing a multi-institutional Rural Primary Care Curriculum Task Force;
- A.3.b. Identifying graduate medical education program requirements and identifying cross-specialty requirements and determining how an inter-institutional curriculum shall meet the educational needs of medical residents while addressing the special needs of the state's TennCare population and its rural communities;
- A.3.c. Developing recommendations for elements of a three-year curriculum including different types of experiences and topical areas that would support and cultivate the interests of medical residents who desire rural practice in Tennessee; and
- A.3.d Recommending how telecommunications can be used in rural practice sites for resident education and for continuing education for new rural health professionals.
- A.4. The Contractor will begin to promote rural primary care residency rotations by:
- A.4.a. Conducting a survey of family practice and other appropriate residency programs to identify existing models of resident rotations in rural practice;
- A.4.b. Developing criteria for optimal rural rotations (types of sites, rural experiences, curricular models, etc.);
- A.4.c. Recommending criteria for sites and resources necessary to support resident and site time, expenses within the limits of the TennCare stipend program; and
- A.4.d. Making recommendations on requirements for rural rotations for Stipend awardees.
- A.5. The Contractor will recommend improvements to the TennCare Residency Stipend Program by:
- A.5.a. Conducting a survey of previous Stipend awardees and designated medical school representatives to identify recommendations for potential changes;

- A.5.b. Clarifying minimum stipend contract standards with Bureau of TennCare;
- A.5.c. Reviewing Statewide Recruitment and Retention Plan recommendations on combined marketing programs for Stipend and other incentive programs;
- A.5.d. Discussing potential collaboration and conflicts with other rural placement and practice incentive programs to identify potential marketing links:
- A.5.e. Conducting focus groups in selected residences to identify desirable program characteristics for potential Stipend awardees; and
- A.5.f. Producing final recommendations that link Stipend awards with primary care residency rotations in rural practices that will result in more medical residents choosing to participate in a revised Stipend Program and practice in rural Tennessee communities.
- A.6. The Contractor will establish placement processes and systems by:
- A.6.a. Contracting with Minnesota Center for Rural Health for technical assistance and guidance, recommend structures and processes for a statewide rural recruitment and retention program:
- A.6.b. Conducting a second, validation survey using the Statewide Demand Assessment comprehensive survey and producing a second Tennessee Practice Opportunity Directory;
- A.6.c. Identifying and designating key residency contacts for involvement in recruitment;
- A.6.d. Securing arrangement for use of Practice Sights software with the Tennessee Department of Health;
- A.6.e. Joining national rural recruiting organization 3RNET and publicizing Contractor's existence and services to prospective recruits and organizations;
- A.6.f. Loading practice site data from first Demand Assessment and updating data from second Demand Assessment; and
- A.6.g. conducting visits with Tennessee medical residency and other appropriate health professions education programs;
- A.7. The Contractor will establish the Tennessee Specialty Resident Rural Practice Experience Program by:
- A.7.a. Producing recommendations through a multi-institutional Task Force for rural practice experiences that will result in desired specialty resident knowledge, attitudes and future practice skills for recommended specialty residencies to include all four medical schools;
- A.7.b Developing potential models for rural experiences including specialty resident and attending physician time in selected rural hospitals and practice sites that will meet educational objectives, improve delivery of specialty care, and improve referral communication with rural sites;
- A.7.c. Requesting TennCare to identify rural counties/regions with specialty care access difficulties by types of care;
- A.7.d. Conducting the first Task Force meeting at RHAT Conference to review R&R Plan concepts, presentation of models and establishing multi-year timeframe; and
- A.7.e. Producing recommendations for a request for proposal process to match rural sites with specialty residency training to include descriptive materials on program goals, strategies and objectives, proposed resource availability and limitations, and a bidding process and criteria for selection for pairs of residency training programs and rural hospitals and practice sites.
- A.8. The Contractor will establish a statewide tracking system by:
- A.8.a. Convening Advisory Group to discuss current status of tracking systems and objectives for establishing statewide system:

- A.8.b. Completing report on variables to be tracked, by whom and why;
- Conducting an initial tracking test to identify practice locations and post-graduate fellowships for residents completing A.8.c. training in 2005; and,
- A.8.d. Surveying characteristics of other state tracking systems.
- A.9 The purpose of this contract is to fulfill the requirement of the contract between the University of Tennessee and Bureau of Tenncare for the University to provide physicians with opportunities for practice in rural Tennessee.

The period of performance under this Contract is from July 1, 2005 through June 30, 2006. However, either party may terminate this Contract by giving at least thirty (30) days written notice before the effective termination date, in which the University shall be entitles to receive equitable compensation for satisfactory authorized work completed as of the terminated date.

The UNIVERSITY will pay the CONTRACTOR \$238,373.60 per year.

The UNIVERSITY's maximum liability under this Contract is \$238,373.60.

Other terms (Put N/A if none):

Contractor will submit an invoice to the University upon execution of contract for payment.

Term Extension. UT reserves the right to extend this Contract for additional periods of time to a maximum of five (5) years representing increments of no more than one year provided that Contractor provides required annual progress and financial reports in writing and proposed plans of action for the additional periods at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in UT's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

Termination for Convenience. UT may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by UT. UT shall give the Contractor at least 30 days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall UT be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which UT is liable, shall be determined by UT. Should UT exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, UT shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to UT for damages sustained by virtue of any breach of this Contract by the Contractor.

In witness of their acceptances of the terms of this agreement, the parties have had this Contract executed by their duly authorized representative.

FOR CONTRACTOR

William P. Hally Fresident

FOR UNIVERSITY

Address
PO BOX 11475

Mufreesboro, TN37129

Le 15-907-9707

Telephone

410-35-2302

SSN Or Federal ID Number

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Administrative signature (Parienal) ·
Vice Chancellor
Authorized Sincial

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Date